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Attorneys for Plaintiffs and the Putative Classes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JONATHAN HOANG TO; JEFFRY HEISE;
and **JOSEPH MULL**, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

**DIRECTTOU, LLC; and ALLIANCE
ENTERTAINMENT, LLC**, Delaware Limited
Liability Companies,

Defendants.

Case No. 3:24-CV-06447-WHO

**DECLARATION OF JULIAN
HAMMOND IN SUPPORT OF
PLAINTIFFS' OPPOSITION TO
DEFENDANTS' MOTION TO STAY
AND COMPEL ARBITRATION**

Judge: Hon. William H. Orrick
Courtroom: 2
Hearing Date: June 4, 2025
Hearing Time: 2:00 p.m.

1 I, Julian Hammond, declare as follows:

2 1. I am a member in good standing of the Bar of the State of California and counsel of
3 record for Plaintiffs and the putative Class. I make this declaration based on personal knowledge and,
4 if called as a witness, I could and would testify competently to the matters set forth herein.

5 2. On August 12, 2024, Plaintiff Hoang To filed this putative class action lawsuit in
6 the Superior Court for the County of Alameda.

7 3. On September 3, 2024, Defendant's counsel reached out to me and asked if Plaintiff
8 would voluntarily dismiss his class action in light of the earlier-filed *Feller* Action. Defendant's
9 counsel did not mention arbitration or ask Plaintiff to submit his dispute to arbitration. I responded
10 that Plaintiff would not dismiss his case, and Defendant DirectToU then removed this action on
11 September 12, 2024.

12 4. In mid-October 2024, Defendant's counsel asked whether Plaintiff was interested in
13 engaging in settlement discussions on a class basis. I responded that Plaintiff was interested and
14 stated that Defendant would need to provide class data. Defendant then provided Plaintiff with class
15 data and the parties started exchanging settlement offers and counteroffers that included both
16 monetary relief and the terms of prospective relief. On October 19, 2024, the Parties reached a
17 settlement in principle, including a \$1,750,000 cash fund, and prospective/injunctive relief by getting
18 Defendant to remove all tracking tools from its websites, and by getting Defendant to agree to cease
19 sharing its customers' personal viewing information, except as permitted under the VPPA and/or
20 California law.

21 5. Plaintiff's counsel later learned, through filings in the case by the Proposed
22 Intervenor and Defendant DirectToU, that Defendant approached Plaintiff with an offer to engage
23 in settlement discussions after the mediation in the *Feller* Action did not result in settlement.

24 6. On December 11, 2024, the parties attended a hearing on Plaintiffs' motion for
25 preliminary approval and Feller plaintiffs' motion to intervene. On December 16, 2024, the Court
26 denied both motions. In denying preliminary approval, the Court found that additional discovery was
27 necessary for the Court to adequately assess the strength and value of the data brokers claims being
28 settled.

